



MOBILE FOOD VENDOR APPLICATION

Date Rec'd: ____/____/____

- Mobile Food Vendor Cart or Vehicle
Permit Fee: \$40.00 per cart or Vehicle (July 1 – June 30)

PLUS, Non-refundable Processing Fee \$10.00

TOTAL FEES COLLECTED: \$50.00

Under penalty provided by law applicant certifies the information contained within this application to be true, correct and complete, and that falsification may result in denial of such license. Further, applicant understands that refunds are not allowed for any portion of the application fee paid even if denied for past and/or pending offenses and/or for any outstanding debts owed to the city.

GENERAL INFORMATION

Name (First/Middle/Last): _____ Other Names/Maiden: _____

Business Name: _____

Permanent Address: _____

Phone Number: (____) - ____ - ____ Email: _____

Date of Birth: ____/____/____

Insurance Carrier: _____ Policy Number: _____

Please include copy of Drivers license or identification card.

READ CAREFULLY BEFORE SIGNING. The undersigned, being duly sworn, states that each of the above question has been truthfully answered to the best of their knowledge. I understand that any activity engaged in is limited to the time, date, location, and inventory representations made on this application any by the provisions of Chapter 6 of the Chilton Municipal Code. I hereby designate the City Clerk for the City of Chilton as my agent for the purposes of accepting service in any civil action arising out of or in conjunction with the use of this license.

The issuance of an outdoor food cart/mobile food unit is conditional at all times. A license may be revoked or suspended by the Police Department and/or City of Chilton when necessary to protect the public health, safety or welfare; to prevent a nuisance from developing or continuing; in emergency situations or due to noncompliance of this section, the Municipal Code or applicable state or federal laws.

Applicant Signature: _____ Date: _____

MOBILE FOOD VENDOR PERMIT - HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made in the City of Chilton, Calumet County, Wisconsin by and between the CITY OF CHILTON, WISCONSIN a municipal corporation ("CITY"), and _____ (Individual or Business Name), a _____ (Individual or Entity Type), (hereinafter "APPLICANT").

WHEREAS the APPLICANT wishes to operate a mobile food vendor establishment within the CITY right of way, Chilton, Calumet County, Wisconsin and

WHEREAS the Chilton Police Department and the City Clerk of the City of Chilton granted to the APPLICANT permission to allow operation of a mobile food vendor establishment in the City right of way subject to the execution of a Hold Harmless Agreement.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is agreed as follows:

1. The CITY grants to the APPLICANT permission to operate a mobile food vendor/cart in the CITY right of way.
2. The APPLICANT shall be responsible for all operation and maintenance of the mobile food vendor establishment.
3. The APPLICANT hereby agrees to indemnify, defend and hold harmless the City of Chilton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the APPLICANT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Chilton, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Chilton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them shall be applicable unless liability results from the sole negligence of the City of Chilton, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

The APPLICANT shall reimburse the City of Chilton, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that the APPLICANT employs other persons, firms, corporations or entities (Sub-contractor) as part of the work covered by this Agreement, it shall be the APPLICANT's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Chilton, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

The CITY may terminate this Agreement for any reason upon 30 day written notice to the APPLICANT.

APPLICANT

CITY OF CHILTON

By: _____
City Clerk/Deputy Clerk

Dated: _____, 20 ____

[illegible]

Personally appeared before me this _____ day of _____, 20____ the above-named City Administrator and City Clerk Representative, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Calumet County, Wisconsin
My Commission Expires: _____